
CAUSE NO. 2012-40365

ALI CHOUDHRI

PLAINTIFF

OSAMA ABDULLATIF
ET AL

DEFENDANTS

§
§
§
§
§
§
§
§
§
§
§IN THE 164TH

JUDICIAL DISTRICT COURT OF

HARRIS COUNTY, TEXAS

**AMENDED PETITION IN INTERVENTION AND MOTION TO COMPEL
ARBITRATION**

COMES NOW Lloyd Kelley, ("Intervenor"), and files this Amended Petition in Intervention and moves to compel arbitration as to all matters between Ali Choudhri and Lloyd Kelley.

I. Parties

1. Ali Choudhri individually is the Plaintiff in this matter.
2. Lloyd Kelley was an Intervenor in this matter and should now be classified as defendant or more properly plaintiff given that Choudhri non-suited the only defendant.
3. Since the filing of the Petition in Intervention by Kelley, Osama Abdullatif has been non-suited by Choudhri.

II. Dispute

Due to a confidentiality clause in the parties' agreements, Kelley is not at liberty to go into details regarding said dispute. However, because Choudhri has filed suit after the filing of this Intervention, Kelley would state that Choudhri has breached the parties' fee agreement and has committed fraud as well as fraud in the inducement in regards to payment of fees. Kelley seeks damages as well as exemplary damages.

EXHIBIT 6**Exhibit E-6****EXHIBIT AA-6**

III. Motion to Compel Arbitration

This matter involves a dispute between Lloyd Kelley and Ali Choudhri and related entities, including Jetall Companies, Inc. World Wide Lending Organization, LLC, World Wide Lending Fund, LLC, and North Park Office Tower, LP. Mr. Choudhri and Mr. Kelley have multiple contracts that all call for arbitration of any and all disputes. In addition, the agreements call for confidentiality as to any dispute between the parties. Therefore, Mr. Kelley is not at liberty at this point to go into the factual details regarding said dispute. The agreement permits revealing information only as necessary to enforce the arbitration agreement.

However, because Choudhri has responded claiming Kelley failed to provide the arbitration agreements to the Court, said contracts with the arbitration agreements are attached herewith. Each agreement contains an arbitration agreement. As such, Kelley request the Court hold a hearing and compel all disputes related to fee or any dispute related to the performance of legal services between Choudhri and Kelley to binding arbitration.

PRAYER

Movant prays the Court grant this Motion to Compel Arbitration and for all other relief to which Movant may show himself entitled.

Respectfully submitted,

By: /s/Lloyd E. Kelley
Lloyd E. Kelley
Texas Bar No. 11203180
2726 Bissonnet
Suite 240, PMB 12
Houston, Texas 77005
Phone (281) 492-7766

EXHIBIT 6

EXHIBIT AA-6

Exhibit E-6

CERTIFICATE OF SERVICE

This is to certify that on June 19, 2013, a true and correct copy of the foregoing document was served via hand delivery, fax, email, regular mail or certified mail return receipt requested upon all counsel of record.

K.A.D. Camara

2800 Post Oak Blvd. Suite 5220

Houston, Texas 77056

Fax 713-583-1131

By: /s/Lloyd E. Kelley
Lloyd Kelley

Unofficial Copy Office of Marilyn B. Jones District Clerk

EXHIBIT 6

EXHIBIT AA-6

Exhibit E-6